143; *Noonan* v. *Ilsley,* 21 Wis. 138, 149; *Mackintosh* v. *Stewart,* 181 Ala. 328; RAWLE, Cov. (5th ed.), § 184. In *Bowne* v. *Wolcott,* 1 N. Dak. 415, 419, the court in discussing this theory limited its application to cases of a total breach where nothing passed to the grantee by the deed. Other cases hold that the judgment estops the grantee from setting up the deed, as a conveyance of lands, against the grantor. *Parker* v. *Brown,* 15 N. H. 176, 188; *Bank* v. *Mersereau,* 3 Barb. Ch. (N. Y.) 528, 571. According to a third view, after such a judgment the vendor is entitled to a reconveyance, which equity will decree. *Park* v. *Cheek,* 4 Cold. (Tenn.) 20, 28; *Recohs* v. *Younglove,* 8 Bax. (Tenn.) 385; *Shorthill* v. *Ferguson,* 47 Iowa 284. In Vermont it is the practice to stay execution on the judgment until the grantee executes a quit-claim deed. *Catlin* v. *Hurlburt,* 3 Vt. 403. A similar procedure was suggested in *Ives* v. *Niles,* 5 Watts (Pa.) 323. In the principal case the court did not pass on whether the plaintiff was sufficiently protected by the judgment at law; but, having equity jurisdiction on other grounds, proceeded to give the relief prayed for. It would seem that if the grantor was not protected by the judgment at law, equity would have jurisdiction to secure his protection. *McKinney* v. *Watts,* 3 A. K. Mar. (Ky.) 268. It has been suggested that the point at which the grantor's need of protection arises is not judgment but satisfaction. *Noonan* v. *Ilsley, supra; Foss* v. *Stickney,* 5 Greenleaf (Me.) 390.

INJUNCTION TO PROTECT RIGHT OF CONTRACT OF EMPLOYMENT. — Complainant joined a strike which was conducted by unlawful means at defendant's shoe factory. Next day the shoe manufacturers of the same city blacklisted all employees that had taken part in the strike, whereby complainant was unable to secure employment in any of the shoe factories. He sought to enjoin the manufacturers from depriving him of the right of employment by means of a blacklist. *Held,* that the employee, by reason of the unlawful methods in conducting the strike, could not have his relief in equity, but must seek his redress at law. *Cornellier* v. *Haverhill Shoe Mfrs. Assn. et al.* (Mass. 1915), 109 N. E. 643.

Without discussing the conflict in the authorities of various jurisdictions, the court above followed the principle that the legality of a strike depends on its purpose and on the means of maintaining it. This is a question of law. *De Minico* v. *Craig,* 207 Mass. 593, 94 N. E. 317, 42 L. R. A. (N. S.) 1048. After deciding that the strike in the principal case was illegal, the court in applying the maxim "that he who comes into equity must come with clean hands" must necessarily have decided that plaintiff's participation in the unlawful strike was so closely connected with the unlawful blacklist as to be a part of the transaction sought to be enjoined. *McConnell* v. *Connors-McConnell Co.,* 140 Fed. 987, 72 C. C. A. 681; *Kinner* v. *Lake Shore & M. S. Ry. Co.,* 69 N. E. 614, 69 Ohio St. 339. Also in applying this maxim the court took with very little discussion equitable jurisdiction over the right of contract of employment. In *Worthington* v. *Waring,* 157 Mass. 421, 20 L. R. A. (N. S.) 342, such injunction was denied on the ground that the right violated was a personal right and not a subject for

equity jurisdiction. That a court of equity has no jurisdiction over a mere violation of a personal right, see *Burnett* v. *Craig*, 30 Ala. 135; *Bayer et al.* v. *Western Union Telegraph Co.*, 124 Fed. 246; 29 HARV. L. REV. 93; KERR, INJUNCTIONS (1st ed.), 1-2. Such violations are treated as a crime or past tort. The actions of defendant in the principal case amounted to an actionable wrong. *Blumenthal* v. *Shaw*, 77 Fed. 954, 23 C. C. A. 590; *Willis* v. *Muscogee Mfg. Co.*, 120 Ga. 597, 48 S. E. 177; *New Cement Gun Co.* v. *McGivern*, 218 Mass. 198, 105 N. E. 885. Such actionable wrong may be the subject of injunction only when it involves a violation of a pecuniary or property right along with the violation of the personal right. *In re Debs*, 158 U. S. 564, 15 S. Ct. 900; *Flacous* v. *Smith*, 199 Pa. St. 128, 48 Atl. 894. The court in the principal case decided either that the right involved was a property right or that the nature of the right went to the court's discretion rather than to its jurisdiction. On whichever ground, this case illustrates the trend of modern decisions in extending the scope of the preventive remedies of equity.

INSURANCE—EFFECT OF FRAUD ON WAIVER OF CONDITION.—The local councilor of the defendant mutual benefit life insurance company persuaded A a bartender, to drop his other insurance and insure in the defendant company. A knew that by the by-laws of the association bartenders were prohibited from membership, but following the advice of the local councilor he applied as a "lunch-room man." The application was accepted, the policy issued and the premiums paid. The laws of the company incorporated in the policy provided that no waiver of a condition could be made by the local lodge or members. A died and his wife sued on the policy. *Held*, that the action of A and the councilor amounted to a fraud on the company and that the doctrine of waiver by act of the agent would not apply, and recovery was denied. *Klein* v. *Supreme Council of Loyal Assn.* (1915), 155 N. Y. Supp. 580.

The New York courts adhere to the doctrine that a breach of a condition in a policy may, at the inception of the policy, be waived by the general agent who delivers the policy with knowledge of the breach of condition, even though the policy contain a provision that no such waiver may be made by the agent. *Wood* v. *Am. Ins. Co.*, 149 N. Y. 382; *Stewart* v. *Union Met. Life Ins. Co.*, 155 N. Y. 257; *Skinner* v. *Norman*, 165 N. Y. 565. The contrary view is generally regarded as the weight of authority, holding that the agent is prevented from waiving by reason of the provision of the contract, where the insured has knowledge of the restriction. *Northern Assur. Co.* v. *Grand View Bldg. Assn.*, 183 U. S. 308; *Loeffler* v. *Modern Woodmen of Am.*, 100 Wis. 79; *Ellerbe* v. *Faust*, 119 Mo. 653; *Lippman* v. *Aetna Ins. Co.*, 108 Ga. 391; *Phoenix Ins. Co.* v. *Maxson*, 42 Ill. App. 164; *Mallory* v. *Metropolitan Life Ins. Co.*, 97 Mich. 416. The principal case is distinguished from the previous New York decisions on the ground that the insured knew of the restriction, and that his act, under the direction of the agent, was a deceit upon insurer, and so placed the insured in such a position that he could not claim the benefit of the waiver,